

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Kobre &amp; Kim LLP

**2. Registration Number**

6604

**3. Primary Address of Registrant**

800 Third Avenue, New York, NY 10022

**4. Name of Foreign Principal**

Roman Arkadyevich Abramovich

**5. Address of Foreign Principal**

Ulitsa Lipovaya Alleya  
Nemchinovo Village, Odintsovo District, Moscow Region  
RUSSIA 143025

**6. Country/Region Represented**

RUSSIA

**7. Indicate whether the foreign principal is one of the following:**☐ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☒ Individual-State nationality RUSSIA**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

See Appendix for Response

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

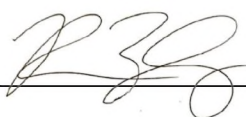
Printed Name

Signature

07/05/2022Brian B. Murphy/s/Brian B. Murphy

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
July 5, 2022	Brian Murphy	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## **Appendix**

### **Response to Item 10(a)**

Mr Abramovich is a citizen of Russia, Israel and Portugal. He is a recognized businessman and philanthropist and is primarily known as the former owner of the football club Chelsea FC. He is also the Chairman of the Federation of Jewish Communities of Russia, and a trustee of the Moscow Jewish Museum. In 2018 Mr Abramovich was recognized with an award by the Federation of Jewish Communities to commend the contribution of over \$500 million that he has donated to Jewish causes around the world over the past 15 years. Mr Abramovich's primary industrial business interest is his shareholding in EVRAZ plc (a Russian steel and mining corporation) (investor); Mr Abramovich is also the owner of Fordstam Ltd. (A UK company, former owner of Chelsea Football Club, which was sold during 2022. All sale proceeds from the sale currently held by Fordstam are due to be donated to charitable foundations, subject to license approvals from appropriate Governments and authorities).



## **Appendix**

### **Response to Item 11**

**Item 11: Explain fully all items answered "Yes" in Item 10(b).**

Item 10(b) Supervised: Since February 2022, Mr Abramovich is acting as a mediator in the peace negotiations between Russia and Ukraine, with the goal of finding a diplomatic solution to end the armed conflict. Mr Abramovich is acting in an independent capacity within these negotiations and was approved by both countries to take on the role as a mediator. In addition to his involvement in the negotiations, Mr Abramovich has been heavily involved in advocating for, and coordinating the establishment of humanitarian corridors and other humanitarian rescue missions. Mr Abramovich is not a Government official and he has not held any political office in Russia for more than a decade, with his last official government duty terminating in 2008, where he served as Governor of Chukotka Region, Russia (2000-2008).

Item 10(b) Directed: Since February 2022, Mr Abramovich is acting as a mediator in the peace negotiations between Russia and Ukraine, with the goal of finding a diplomatic solution to end the armed conflict. Mr Abramovich is acting in an independent capacity within these negotiations and was approved by both countries to take on the role as a mediator. In addition to his involvement in the negotiations, Mr Abramovich has been heavily involved in advocating for, and coordinating the establishment of humanitarian corridors and other humanitarian rescue missions. Mr Abramovich is not a Government official and he has not held any political office in Russia for more than a decade, with his last official government duty terminating in 2008, where he served as Governor of Chukotka Region, Russia (2000-2008).

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Kobre &amp; Kim LLP

**2. Registration Number**

6604

**3. Name of Foreign Principal**

Roman Arkadyevich Abramovich

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 06/15/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The provision of advice in relation to judicial and administrative proceedings, to also include interface with other government agencies.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide counsel and guidance on government relations strategy insofar as it relates to the legal engagement of our client.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The provision of advice in relation to judicial and administrative proceedings, to also include interface with other government agencies.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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- 
13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

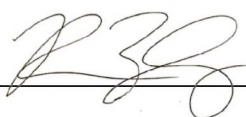
07/05/2022

Brian B. Murphy

/s/Brian B. Murphy

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
July 5, 2022	Brian Murphy	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

# KOBRE & KIM

1919 M STREET, NW  
WASHINGTON, DC 20036  
WWW.KOBREKIM.COM  
TEL +1 202 664 1900

**STRICTLY CONFIDENTIAL**

June 15, 2022

**BY EMAIL**

Roman Abramovich

Re: **Roman Abramovich Representation**

Dear Mr. Abramovich:

Thank you for choosing Kobre & Kim LLP (“**Kobre & Kim**”, “**we**”, “**us**” or “**our**”) to represent and advise you personally (“**Client**”, “**you**” or “**your**”) in connection with the matter described below. This letter agreement (the “**Agreement**”) confirms the scope and terms of the Engagement.

## **1. The Engagement**

### **(a) Appointment of Kobre & Kim**

Client engages Kobre & Kim (the “**Engagement**”) to provide advice to Client in relation to judicial and administrative proceedings and if needed, advocacy regarding the same (the “**Covered Services**”).

For the avoidance of doubt, this engagement does not include conducting court litigation or the Firm being on the court record, which may be the subject of a further agreed engagement letter and budget.

Please note that this Engagement shall not include any transactional advice or services. This means that we will not, in the course of providing the Covered Services or any subsequent project(s): (a) provide advice on whether any transaction should be entered into or not entered into; (b) provide assurance services that a specific transaction or structure is free of risk of any legal liability; (c) provide advice on how to effect, structure, or make a transaction; or d) provide any tax advice.

AMERICAS (NEW YORK, CHICAGO, DELAWARE, MIAMI, SAN FRANCISCO, SÃO PAULO, WASHINGTON DC)  
APAC (HONG KONG, SEOUL, SHANGHAI), CARIBBEAN (BVI, CAYMAN ISLANDS), EMEA (CYPRUS, DUBAI, LONDON, TEL AVIV)

KOBRE & KIM REFERS TO KOBRE & KIM LLP, A NEW YORK LIMITED LIABILITY PARTNERSHIP.



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**As you are subject to sanctions imposed by the UK and certain other governments, we are legally required to obtain a license from the UK Office of Financial Sanctions Implementation and other government authorities before we can receive any fees or disbursements for the Covered Services, or receive any on account payment. We shall therefore be making license applications to those authorities, and in the form we deem necessary. To the extent any such license is granted, we are proceeding on the assumption that you agree that any terms in this letter (including, but not limited to, the Covered Services, Fees and Disbursements) may be unilaterally varied or added to by us to accord to the content of the license(s) and you agree that we may continue acting for you in accordance with those new terms (subject to the termination provisions in this letter and our Standard Terms of Engagement). We are also assuming that you agree to comply with the terms of any license we receive, and that we may disclose this letter to any UK or other authorities if we consider that we are required to do so under any relevant rule, law or guidance.**

We may terminate the Engagement for any reason. In addition to section 8 of our Standard Terms of Engagement, such reason could also include where (a) in our sole view, the firm (or any of its affiliates) could breach the law of any country were it to continue to act for you in this Engagement; (b) in our view, you do not comply with the terms of any license we receive from, or any requirements set out by, any government authority, or any associated amendments we make to our engagement terms following receipt (including, but not limited to, any requirement that you pay an on account payment ); (c) any application to charge fees or disbursements for the Covered Services, or to ask for an on account payment, is denied by any government authority or, in our sole view, an unacceptable period of time has passed without a decision being made by the relevant government authority on any license application; (d) the terms of any license granted by, or requirements set out by, any government authority are unsatisfactory to us for any reason; or (e) in our sole view, we consider that a new license from any government authority may be required to continue acting for you. The Engagement will automatically terminate and will be closed if a period of six months elapses after the Notification Period (defined below) without any invoicing, with the date of termination falling on the last day of the month containing a time entry invoiced for payment (no final invoice will be issued as the last invoice received by you will serve as the final invoice).

Client further acknowledges and agrees:

- (i) that any advice or assistance given, or any work product produced, by Kobre & Kim (or any of its affiliates) under this Engagement will be for Client's benefit only and Client will take all necessary steps to ensure that the same will not be passed to for the benefit of any other sanctioned person or entity, directly or through any third party;
- (ii) that they are not knowingly taking any instructions from, or otherwise liaising with, any other sanctioned person(s) or entity(ies) on any part of this Engagement;
- (iii) that the funds, and source of funds, used to pay any fees and any disbursements under this Engagement will only come from Client and will not come, directly or indirectly, from any person or entity that is subject to any sanctions of any country or any other type of asset freeze;

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- (iv) to promptly provide any documentation and information regarding this Engagement that we may request, and you confirm that all such information and documentation will be genuine, accurate and complete; and
- (v) that Kobre & Kim (and its affiliates) are under a legal obligation to comply with all applicable sanctions laws, and that the firm must report the fact of this representation to the relevant government authorities. In that regard, Client expressly permit Kobre & Kim (and any of its affiliates) to make any such report without further notice to Client.

## **2. Fees**

We will not charge you for any Covered Services or associated expenses (including disbursements) until the Notification Date. In due course, we will notify you in writing of a date from which we shall begin to charge you fees for the Covered Services and associated disbursements, as set out below (the "Notification Date")<sup>1</sup>. You will pay us on an hourly basis at our standard hourly rates for all Covered Services invoiced by us after the Notification Date (such services, "Licensed Services"). Those hourly rates are set forth in the attached Standard Terms of Engagement.

The billing rates of our lawyers are adjusted periodically, and we will inform you of any changes in our periodic invoices.

We are proceeding on the assumption that you agree that all fees and expenses invoiced within pre-submitted budgets are reasonable. All legal fees are earned and due on Licensed Services.

## **3. Disbursements**

### **(a) Administrative charge in lieu of ordinary disbursements**

Each invoice relating to Licensed Services will include an administrative fee of 5% in lieu of charging for routine disbursements (such as fees for legal research services, telecommunications, non-bulk photocopying, and out-of-hours work expenses). Please note that all extraordinary disbursements (such as outside counsel's fees, expert witness fees, court filing fees, large printing or photocopying jobs, court reporter fees, special database usage, and travel expenses) will be payable and invoiced separately and in addition to the routine administrative fee.

### **(b) Extraordinary Disbursements**

From the Notification Date, Client will remit to us funds in advance to pay for any fees and expenses incurred from the Notification Date without limitation by or in connection with outside

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<sup>1</sup> The Notification Date shall be the date from which we consider that we are legally permitted to receive money from you.

June 15, 2022

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counsel, experts, arbitration expenses, court filing fees or other extraordinary or special disbursements. For the avoidance of doubt, the fees of any outside counsel or experts are separate from the fee arrangements contained herein. In addition, Client is responsible after the Notification Date for any costs associated with any foreign exchange.

#### **4. Incorporation of our Standard Terms of Engagement**

The attached Standard Terms of Engagement are incorporated herein and form an integral part of this Agreement. To the extent that there is any inconsistency between the terms of this letter and the Standard Terms, this letter shall prevail.

**The Standard Terms of Engagement contain important provisions regarding your rights and obligations, including a limitation on the Firm's liability to you.**

#### **5. Choice of Law**

This Agreement and all matters arising out of, or relating to, this Agreement, are governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

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\*

\*

We look forward to working with you.

Very truly yours,

KOBRE & KIM LLP

June 15, 2022

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APPENDIX

**KOBRE & KIM LLP**

**STANDARD TERMS OF ENGAGEMENT**

The following terms apply to the Engagement.

**1. Client and Engagement Scope**

Our client in this matter is solely the Client identified in the first paragraph of the Agreement. We do not represent, and do not have an attorney-client relationship with, any of Client's current or future parents, subsidiaries, shareholders, members, partners, employees, directors, venturers, or other affiliates or constituents, solely on account of our representation of Client in this Engagement.

The Engagement scope is limited to the role described in section 1(a) of the Agreement, and Kobre & Kim is not acting in any other capacity or role for the Client or for any other party. In addition, Kobre & Kim being listed as counsel of record on a particular court case does not mean we generally represent the Client on matters relating to the subject matter of the case.

Unless specifically requested, Kobre & Kim is not advising on the running of limitations periods.

Client acknowledges that this Engagement will not commence until we deem that we have obtained all relevant legal permissions, if any, to represent the Client, except to the extent we have been engaged to prepare and file such application(s).

**2. Nature of Our Advice**

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of actions or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be considered as promises or guaranties. Any opinions expressed by Kobre & Kim concerning out-of-scope matters that may arise in the course of this Engagement do not constitute independent legal advice regarding those out-of-scope matters. You should not rely on our advice and should consult other counsel concerning these matters. By signing this Agreement, you acknowledge that you have had an opportunity to consult with other counsel.

**3. Know-Your-Client Diligence**

Kobre & Kim may request evidence of Client's identity or beneficial ownership in accordance with our legal obligations and internal policies. In addition, we may request documentation to enable us to establish the source of funds to be remitted to us. This is especially important for us to determine that the funds are not subject to confiscation/forfeiture under creditor-debtor disputes, or asset confiscation/forfeiture-type proceedings.

Client agrees to respond to such requests in good faith and promptly provide all requested documents. Client will also provide information we may request to assist us in applying for special licenses or filing reports with relevant regulatory authorities, if necessary.

Client acknowledges that, in some situations, we may be required by law to disclose to the relevant authorities any suspicion of money laundering or terrorist financing.

**4. Conflicts of Interest**

To allow us to conduct a conflicts check, you represent to us that you have identified to us all persons and entities that are or may become involved in the matter, including all such persons or entities that are affiliated with



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you. You will promptly notify us of any conflict or potential conflict of interest between Jointly Represented Clients or a change of circumstances effecting such a conflict.

Without your consent, we will not represent any other party in a manner that would create an ethical conflict of interest under applicable professional rules. You will have our loyalty with respect to this Engagement.

Kobre & Kim represents many other clients, and some of these other clients may be your direct competitors or otherwise may have interests that are contrary to your commercial interests. By signing this Agreement you agree that we may act for such other clients and we may act on matters in which you may have a commercial interest. This of course does not enable us to act in a situation with an actual ethical conflict of interest under applicable professional rules.

It is possible that during the time we represent you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to take on such matters for all of our clients. Accordingly, by entering into this Agreement you consent in advance, on your behalf and on behalf of your affiliates, to our current representation or acceptance of future matters (including litigation matters) adverse to Client or any of its affiliates, and not to assert a conflict of interest, or to preclude, challenge or otherwise disqualify Kobre & Kim from such matters, provided that those matters are not substantially related to the work we are doing for you.

Thus, for example, you agree that we would be able to take a new lawsuit or transactional matter for one of our current or future clients that is adverse to Client so long as the adverse matter is not substantially related to the work we are doing for you. This consent also includes being adverse to your interests in any bankruptcy, regulatory, administrative, legislative, or rulemaking proceeding.

In addition, by entering into this Agreement you agree that if we represent you in a matter across from another person or entity, we may represent such other person or entity on matters not substantially related to our work for you.

You should feel completely free to consult other counsel concerning these matters. By signing the Agreement, you acknowledge that you have had an opportunity to consult with other counsel.

## **5. Hourly Rates**

Our fees for this Engagement will be based upon the hourly billing rates assigned to the individuals performing the services. Our lawyers who we currently expect may work on this matter charge US \$875 to US \$1,450 per hour.<sup>2</sup> Our lawyers charge US \$875 to US \$1,900 per hour. Our non-lawyer professionals charge US \$375 to US \$875 per hour. Up to eight hours per day of travel time may be charged.

## **6. Disbursements**

Although we may at times coordinate payments from funds held for Client to third parties who provide services in relation to this Engagement, Client acknowledges that it is within Kobre & Kim's discretion to make such payments and agrees to reimburse and indemnify us relating to such payments made. Unless otherwise agreed in writing, Client is ultimately responsible for any and all payments to third parties, including vendors or legal services providers.

## **7. Terms of Payment**

Our invoices are due upon receipt.

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<sup>2</sup> Certain of our lawyers charge up to US \$1,900 per hour for highly specialized work. However, based on the scope of services currently envisaged, we do not presently expect such work to be necessary. We note that future services requested by the Client might require the same, and will endeavor to communicate about budgets and rates throughout our engagement.

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All questions regarding our invoices will be raised at the time of receipt, when we are best placed to clarify the nature of work being done. We will continue to consider the invoice unimpaired in all other respects, including applicable payment terms.

Client is obligated to pay our fees and other charges. The issue of payments or reimbursements from insurance carriers or other third parties is a matter solely between Client and such third party and in no way affects any obligation to pay our fees and expenses when due, in accordance with the terms of the letter. Kobre & Kim is not responsible for reporting this matter to any insurance company or for the submission to any insurer of its invoices. However, upon request, Kobre & Kim will submit invoices to insurance companies as a courtesy. To the extent that we communicate with an insurance company regarding coverage issues, Client understands that we are not acting as coverage counsel. To the extent that Client requires an attorney specialized in coverage issues, it will need to engage separate counsel, as these services do not fall within the terms and scope of this Engagement.

**All amounts in this Agreement are stated to be exclusive of VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the services provided and the payor is responsible for the payment of such taxes.**

Payment may be paid either by sending a check, by wire transfer or EFT to the coordinates on our invoices. If paying by check, please send to the below lock-box addresses:

**REGULAR MAIL**

KOBRE & KIM, LLP

Mail Code: 6679

P. O. Box 7247

Philadelphia, PA 19170-6679

**OVERNIGHT MAIL**

First Data / Remitco

400 White Clay Center Drive

Attn: Kobre & Kim LLP / Lockbox #6679

Newark, DE 19711

All amounts due to us will be paid in United States dollars, unless otherwise directed by us.

**8. Termination and Automatic Termination**

Client or Kobre & Kim may terminate this Engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility.

By signing the Agreement, Client agrees that we may withdraw from representing Client in this matter, at our sole discretion. Some, but not all of the reasons for withdrawal include, any required retainer is not funded in accordance with the terms of the Agreement, Client breaches any of its obligations under the Agreement, or Client fails to cooperate in our efforts to represent Client's interests.

Unless previously terminated, this Engagement will terminate upon the earlier of: our sending Client our final statement for services rendered, or the conclusion of our providing the agreed services under the Agreement, as applicable.

This engagement will automatically terminate and will be administratively closed if a period of six months passes without invoicing, with the date of termination falling on the last day of the month containing a time entry invoiced for payment. No final invoice will issue as the last invoice received by you will serve in this manner.

Upon termination, Kobre & Kim has no continuing obligation to advise the Client on the Engagement or on future factual or legal developments regarding the Engagement, unless required by applicable law, rules or court order.

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#### **9. Client File and Record Retention Policy**

In the course of the Engagement, we will maintain a client file in which we may place materials relevant to the matter. Items in this file may be your property and, upon completion of the Engagement, these items will be available to be taken by you. We will be entitled to make copies if we choose. After conclusion of the Engagement, we will store the client file for seven years. If you do not take possession of the items in the client file during this seven-year storage period, we may dispose of the file. Documents containing our attorney work product, internal communications, mental impressions or notes and draft documents will remain our property and are not part of the client file. In addition, electronic documents such as email and documents prepared on our word-processing system (excluding printed copies), and databases remain our property and are not part of the client file. We may implement and enact reasonable retention policies for these electronic documents and we have discretion to delete them.

#### **10. Indemnity**

Client will indemnify and hold harmless Kobre & Kim and its partners, affiliates, principals, associates and employees (collectively, the "**Indemnified Persons**") from and against any claims, damages, liabilities, losses or costs, from third parties, arising from, or relating to this Engagement, and will advance and reimburse each Indemnified Person for all expenses (including fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing, or defending any action, claim, suit, investigation or proceeding arising from or related to the Engagement, whether pending or threatened and whether or not any Indemnified Person is a party.

#### **11. Arbitration**

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the American Arbitration Association in New York in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Client hereby irrevocably submits to the jurisdiction of the American Arbitration Association, and to the jurisdiction of any court in which we may seek to enforce an arbitral award relating to this Agreement.

**NOTICE TO FLORIDA RESIDENTS:** This Agreement contains provisions requiring arbitration of fee disputes. Before you sign this Agreement you should consider consulting with another lawyer about the advisability of making an Agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into Agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

**NOTICE TO NEW YORK RESIDENTS:** If a dispute arises between us with respect to our fees, Client may have a right to have such a dispute arbitrated pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, provided that, among other things, the amount in dispute is not greater than US \$50,000. Please note that this is not an arbitration clause but rather a court-mandated notice about the availability of optional arbitration.

#### **12. Limitations on Claims**

**You agree that any and all claims by you arising with respect to or relating to this Engagement must be commenced within one year following the date on which the Engagement is terminated.**

Kobre & Kim will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits or opportunity costs).

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### **13. Internal Attorney-Client Privilege**

Please be aware that Kobre & Kim has internal counsel that may advise our lawyers regarding their ethical, professional and legal duties. You acknowledge that any such consultation is protected by our own attorney-client privilege, and you waive any right to discovery of those communications. Should circumstances arise in which Kobre & Kim faces a conflict of interest with respect to or by virtue of these communications, you agree to waive that conflict. You also agree that such communications are property of the firm and are not part of the client file.

### **14. Confidentiality**

We will not disclose any confidential information of yours to any other client (not jointly represented with you), even where that information might have some bearing on their interests. Likewise, we will not disclose to you the confidences of any other client (not jointly represented with you), even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so.

The terms of this Agreement are confidential and will not, except as required by law, be disclosed by Client or us to any third party without the consent of the other. Where the fact of our representation of Client is a matter of public record, we agree that Client or Kobre & Kim shall be permitted to inform third parties of the representation.

We reserve the right to disclose your files to: (a) regulatory bodies in the exercise of their powers to meet legal and regulatory compliance requirements; (b) our auditors; (c) our professional indemnity insurers/underwriters and to provide information to our insurance brokers in relation to these communications with insurers/underwriters; (d) law firms and other third party professionals as required to enable us to enforce our rights, or to advise us on our commercial, regulatory or legal position, in connection with the Engagement.

Client acknowledges that, under certain limited circumstances, we may be legally obliged to disclose information that the Client provides to us, including evidence.

### **15. Data Privacy**

Kobre & Kim will take steps to ensure that any personal data transferred is treated in accordance with our privacy policy. This privacy policy was last reviewed and updated December 8, 2020 and can be accessed at this URL: <https://www.kobrekim.com/privacy>.

### **16. Errors and Omissions Insurance**

**NOTICE TO CALIFORNIA RESIDENTS:** Kobre & Kim advises you that we maintain errors and omissions insurance coverage applicable to the services to be rendered.

### **17. Severability**

If any term or provision of the Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such determination shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.